

2394

COLLECTIVELY BARGAINED AGREEMENT

CITY OF BURLINGTON

and

**CITY OF BURLINGTON
FRATERNAL ORDER OF POLICE - LODGE #63**

JANUARY 1, 1995 -- DECEMBER 31, 1997

AGREEMENT

PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 19____, by and between CITY OF BURLINGTON, in the County of Burlington, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and Burlington City F.O.P. #63, Fraternal Order of Police, duly appointed representative of a Unit composed of the police officers of the City of Burlington, as set forth in Article I, hereinafter called the "F.O.P.," represents the complete and final understanding on all bargainable issues between the City and the F.O.P..

ARTICLE 1

RECOGNITION

- A. The City hereby recognizes the Burlington City F.O.P. #63, F.O.P. as the sole and exclusive negotiating agent and representative for all full-time police officers employed in the Police Division, Department of Public Safety, of the City of Burlington.
- B. The title F.O.P. shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to plain clothes, but not pedestrian traffic control officers or police reservists.

ARTICLE 2

MUTUAL COOPERATION PLEDGE

- A. The F.O.P. hereby covenants and agrees that during the term of this Agreement, neither the F.O.P. nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties or employment), work stoppage, slowdown walkout or other illegal job action against the City. The F.O.P. agrees that such activity would constitute a material breach of this Agreement.
- B. The F.O.P. agrees that they will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, or support any such activity by any members of employee or group of employees of the City, and that the F.O.P. publicly disavow such action and order all such employees who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the F.O.P. order. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City or the F.O.P. in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of a breach by the F.O.P. or its members

ARTICLE 3

NON-DISCRIMINATION

A. The City and the Police agree that there shall be no discrimination against any Police Officer because of race, creed, color, religion, sex, national origin or political affiliation.

B. The City and the F.O.P. agree that all police officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the F.O.P. against any officer because of the officer's membership, or non-membership or activity or non-activity in the F.O.P..

ARTICLE 4

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights.

1. The executive management and administrative control of the City government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as made from time to time by determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations, as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Division. Advance notice of any changes thereto shall be given to the F.O.P.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

7. The City reserves the right with regard to all other conditions of employment reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Division.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S.40A, or any other national, state, county or local laws or regulations.

ARTICLE 5

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems that may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Division.

C. General Terms and Conditions

1. The term "grievance" is defined as an appeal by an individual employee, the F.O.P. on behalf of the individual employee or group of employees from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the City, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. The F.O.P. Executive Board shall determine if a grievance is meritorious and thus proceed to arbitration. This decision shall be conveyed to both the prospective grievant and the City Administrator.

3. The F.O.P. shall advise the City of the membership of its standing Grievance Committee. A member of the Committee shall be present at all levels of the formal procedure regardless of the individual grievants preference.

4. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement or administrative regulations relating thereto. Disputes concerning terms and conditions of employment controlled by statute incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

D. STEP PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless a Step is waived by mutual consent. Failure of the grievant to meet any of the stipulated timelines shall constitute abandonment of the grievance and failure of the City to meet any of the stipulated timelines shall constitute an award in favor of the grievant and the remedy sought shall be made.

Time frames may be amended by mutual agreement on a case by case basis for the purpose of filing completed grievance documentation, or, making a determination. In all cases, however, reasonable notice of intent must be given to each party within the stated time frames that one shall be either filing a grievance or making a response. Failure to provide notice within the time frame shall constitute an abandonment of the grievance or award.

Step One: The grievant enters a written grievance on the mutually adopted form to the members of the F.O.P. Grievance Committee within five (5) working days of the occurrence.

Step Two: The Grievance Committee shall meet and review the grievance with the grievant, within five (5) working days of the initial submission, to consider the circumstances of the grievance.

Step Three If at Step Two it is determined to proceed further, a written grievance will be submitted to the Chief of Police or his designated representative, who may not be a member of the bargaining unit, within five (5) working days of the Step Two decision to proceed, and shall not be more than fifteen (15) working days of the date of the occurrence. The Chief of Police and/or his designated representative, shall provide written response within five (5) working day of the receipt of the written grievance.

Step Four If Step three does not produce a mutually agreed to resolution, a written grievance shall be presented to the Business Administrator within five (5) working days of the Step Three decision. The presentation shall include all previous correspondence and materials related to the dispute. The Business Administrator shall give the grievant the opportunity to be heard within ten (10) working days of receipt of the grievance and will render a written decision within ten (10) days of the hearing if said is requested or within twenty (20) working days of the receipt of the grievance if the hearing is waived by the grievant.

Step Five. Step Four does not produce a mutually agreed to resolution, the grievant shall petition the Grievance Committee to process the matter to arbitration. If in the opinion of the Grievance Committee the matter is mentorious, then the Grievance Committee shall submit the matter to arbitration through the New Jersey Public Employment Relations Commission (the PERC). The costs shall be borne equally by the parties. The selection of the arbitrator and the

conduct of the proceedings shall be in accordance with PERC rules. The decision of the arbitrator shall be binding on the parties.

ARTICLE 6

HOURS

A. The Chief of Police will be entitled to schedule work hours and from time to time modify such schedules. The Chief shall ask for input from the F.O.P. All full-time, active duty members of the unit will be scheduled for at least two (2), three (3) day weekends off per month. Weekends shall be Friday, Saturday and Sunday and it shall be given every other weekend. The exception to this being when a unit member's rotation is changed.

1. The Shift schedule for the duration of this Agreement, but which is subject to the preceding discretion of the Chief of Police, shall contain the following two (2) week, eighty four (84) hour tour:

For all personnel assigned to patrol, the schedule shall be:

- a. 1st week - thirty six (36) hours
- b. 2nd week - forty eight (48) hours
- c. Eighty four (84) hours - two (2) week tour - no overtime for extra four (4) hours

For patrol officer assigned as detectives and all other personnel, the two (2) week, eighty four (84) hour tour shall be scheduled by the Chief of Police after consultation with the personnel involved.

B. Lunch & Physical Fitness. Each officer is allowed to a one (1) hour down time for lunch per shift, work load and staffing permitted, at a time approved by shift commander. Each officer is allowed to one (1) hour down time for physical fitness program per shift, work load and staffing permitted, at a time approved by shift commander.

C. Individual assignments are subject to modification based upon division work force needs based upon emergency, illness, or other unanticipated events.

D. All unit members with at least fifteen (15) years of service will be given the opportunity to select their work week.

E. Sick days, personal days, and vacation days for unit members will be charged to such officer on a day for day basis.

ARTICLE 7

OVERTIME

A. Overtime shall consist of all hours worked in excess of normally scheduled hours for that particular day.

B. All employees covered by this Agreement, shall be paid one and one-half (1 1/2) times their regular base rate of pay for all overtime hours worked.

C. If an employee is recalled to duty or forced to stay overtime, he shall receive a minimum guarantee of four (4) hour's compensation at the overtime rate. The City shall retain the employee on duty for the minimum time period unless mutually agreed between the Officer and his/her Supervisor.

D. Overtime Rotation. The City shall distribute overtime on a rotating basis when calling in an officer for overtime under conditions specified herein. The rotation list shall be posted and available to all police officers.

1. Overtime Rotation shall be used only in cases of shift need as determined by the Chief of Police. When the need exists the following criteria shall be used:

a. If the need exists in the rank of Police Officer, then an Officer of similar rank shall be called in according to the rotation list;

b. If a Police Officers on the list refuses to accept the overtime, or is unavailable to respond, then the rotation list shall be noted and the Officer shall be counted for purposes of the rotation. The next Officer on the list shall be called in order;

c. If all Officers are called, and no one has accepted, then the City may call in Detectives.

d. The City shall not, as a function of the rotation, be required to call in two lieutenants onto one shift. Lieutenants shall be called in under this paragraph when there is a work force shortage and no other Lieutenant is on the shift.

e. An illustration of the Overtime Rotation: If an Officer calling out sick produces a need on the shift, then another Officer is called in for Overtime. If a Lieutenant calling out sick produces a need on the shift, then a Lieutenant is called in.

E. In lieu of pay for attendance at court, every employee covered by this Agreement shall receive four (4) hours straight time pay per month. Moneys due under this Section shall be paid to the employee one (1) lump sum on the first pay period in November

F. Compensatory time may be credited to the employee in lieu of being paid for overtime pay or holiday pay. All Compensatory time earned must be used by June 1st and December 1st for the time accumulated during the prior six months. No more than two (2) days earned may be

carried over into next six months. Any unused compensatory time, arising from overtime worked, will be paid to the officer at the normal one and one-half (1 1/2) overtime rate..

G. **ADMINISTRATIVE OVERTIME.** The City reserves the option to request an Officer to work Administrative Overtime. Administrative Overtime is defined as overtime worked in Non-Uniform duties, such as Departmental Meeting, Training or other administrative actions. Overtime compensation will be for only the hours worked in lieu of the mandatory hours specified in paragraph C of this Article.

H. There shall be no pyramiding of overtime payments. At no time will an Officer receive more than two and one-half (2 1/2) times their hourly rate.

ARTICLE 8

EXCHANGE OF TOURS

A. The Chief of Police or his designated representative, at their sole discretion, may grant reasonable requests of employees to exchange tours of duty with other members of equal rank, provided the request is with the mutual consent of both employees concerned.

B. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would diminish the effectiveness of the Police Division or the efficiency of the operations.

C. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would entitle either employee to receive overtime.

ARTICLE 9

ACTING IN HIGHER RANK

A. Any employee assigned to serve in a higher rank shall be paid at the rate of pay applicable to the title for which assigned for the period so assigned.

B. When serving in a higher rank, no employee shall receive a lesser rate of pay than his present rate of pay. The rate of pay to be received shall be the starting rate for the higher rank to which the employee is assigned or, if the employee's present rate of pay is greater than the starting rate of pay for the higher rank to which the employee is assigned, then the employee shall receive the next rate of pay in the higher rank to which he is assigned which is greater than his present rate of pay.

C. When there is a need for an officer to act in a higher rank for a period of one (1) month or longer, seniority will prevail, unless the Chief of Police specifies a reason why seniority was by passed.

ARTICLE 10

SALARIES

A. Effective January 1, 1995, the three year salary guide to be paid to the following employees of the City shall be as below indicated. All employees shall be paid weekly.

SALARY GUIDE

1. Cadet Or Police Trainee

	<u>1995</u>	<u>1996</u>	<u>1997</u>
Pre-Academy	\$ 18,821	\$ 19,573	\$20,356
Post-Academy	\$ 26,059	\$ 27,102	\$28,186

a. Pre Academy shall mean the time until the Officer has successfully completed the Police Academy and graduated following appointment to full time Police Officer position.

b. Post-Academy shall mean the time after graduation from the Police Academy until one year from the date of hire.

c. Those officers effected by this Paragraph that are already employed at the effective date of this agreement shall be considered in the Post Academy salary guide.

<u>2. Patrolman</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
BASE	\$28,955	\$30,113	\$31,317
STEP 1	\$31,508	\$32,768	\$34,079
STEP 2	\$34,061	\$35,423	\$36,840
STEP 3	\$36,614	\$38,079	\$39,602
STEP 4	\$39,167	\$40,734	\$42,364
STEP 5	\$41,721	\$43,389	\$45,125
STEP 6	\$44,274	\$46,045	\$47,887
STEP 7	\$46,829	\$48,702	\$50,650

3. Patrolman Assigned As Detective

	<u>1995</u>	<u>1996</u>	<u>1997</u>
BASE	\$35,291	\$36,703	\$38,171
STEP 1	\$37,172	\$38,659	\$40,205
STEP 2	\$39,051	\$40,613	\$42,238
STEP 3	\$40,930	\$42,567	\$44,270
STEP 4	\$42,811	\$44,523	\$46,304
STEP 5	\$44,690	\$46,477	\$48,337
STEP 6	\$46,569	\$48,432	\$50,369
STEP 7	\$48,456	\$50,394	\$52,410

a. Detectives shall be paid a flat yearly standby premium of eight hundred dollars (\$800.00) per annum. The payment shall be made in one lump sum payment in the first pay period of November and shall be pro-rated for the number of weeks during the year that the unit member was assigned as a detective. Standby premium shall compensate a detective for being available for duty during his/her time off. During the weekend (Friday evening through Monday 7 AM) the designated detective shall be available to respond, to either the police headquarters or the scene, at all times.

4. Lieutenant

	<u>1995</u>	<u>1996</u>	<u>1997</u>
BASE	\$40,266	\$41,876	\$43,551
STEP 1	\$42,401	\$44,097	\$45,861
STEP 2	\$44,536	\$46,317	\$48,170
STEP 3	\$46,671	\$48,538	\$50,479
STEP 4	\$48,806	\$50,758	\$52,789
STEP 5	\$50,941	\$52,979	\$55,098
STEP 6	\$53,076	\$55,199	\$57,407
STEP 7	\$55,212	\$57,420	\$59,717

B. All positions not at their top Step (7) shall advance one step on the date of anniversary day of hire.

C. In the case of a promotion, the officer shall move to the step within the rank that is nearest to the current salary, and then moves between the steps on the date of anniversary day of hire.

ARTICLE 11

LONGEVITY

A. Each officer listed in Article XI, shall be paid in addition to and together with his or her annual base salary additional compensation based upon the length of his or her service in the City of Burlington Police Division as fixed and determined as a payment of two and one half percent (2 1/2 %) for each five (5) year service period completed.

B. Longevity pay shall be computed from the anniversary date of the officer's hiring by the City as a full-time officer with continuous service

ARTICLE 12

SHIFT DIFFERENTIAL

Unit members assigned to work any shift other than the day shift shall receive a shift differential of sixty-five cents (\$.65) with an increase to seventy cents (\$.70) per hour on January 1, 1996. The

day shift shall be understood as the shift with the most scheduled work hours between 9:00 AM and 5:00 PM.

ARTICLE 13

CLOTHING ALLOWANCE

- A. The City agrees to provide all detectives with a five hundred and fifty dollars (\$550.00) annual clothing allowance.
- B. The City agrees to provide all bargaining unit members with an eight hundred and twenty-five dollars (\$825.00) annual clothing maintenance allowance. Annual Clothing Maintenance Allowance shall increase to eight hundred and seventy-five dollars (\$875.00) in 1996. Annual Clothing Maintenance Allowance shall increase to nine hundred and twenty-five dollars (\$925.00) in 1997.
- C. The City agrees to distribute the above clothing allowance and clothing maintenance allowance in one (1) lump sum at the first pay period in November.
- D. The City shall supply industrial type standard safety glasses, the cost of which will be borne by the City. The City will replace an employee's glasses if the prescription changes drastically and is great enough to warrant such change. The City will repair or replace an employee's glasses if damaged in the line of duty. Otherwise, the City will not replace an employee's glasses more than once every two (2) years

ARTICLE 14

COLLEGE ALLOWANCE

- A. Police officers, whose date of hire and continuous employment predates January 1, 1990, will be compensated for college credits at the rate of twelve (\$12.00) dollars per college credit not to exceed three hundred dollars (\$300.00) until a degree is reached.
- B. Police officers, whose date of hire and continuous employment predates January 1, 1990, will be compensated for degrees according to the following table:

AA Degree	\$400.00
BA Degree	\$800.00
MA Degree	\$900.00
Ph.D. Degree	\$1,000.00

C. After the completion of five (5) years of continuous service as a full-time, active duty police officer with the City, police officers, whose date of hire and continuous employment postdates January 1, 1990, will be compensated for degrees according to the following table:

AA Degree	\$400.00
BA Degree	\$800.00
MA Degree	\$900.00
Ph.D. Degree	\$1,000.00

D. Officers shall submit current transcripts by October 1st of each year in order to receive this compensation.

ARTICLE 15

VACATIONS

A. All bargaining unit employees shall be entitled to a vacation according to the following schedule:

<u>Years of Service</u>	<u>Vacation Days</u>
1-4 years service	12 days vacation
5-9 years service	15 days vacation
10-14 years service	20 days vacation
15-20 years service	25 days vacation
Starting with the 21st year of service	30 days vacation

Increases in vacation entitlement shall begin on January 1st of the calendar year in which the employee's anniversary date falls, those being the fifth, tenth, fifteenth, and twentieth anniversary dates.

B. Employees shall, at the sole discretion of the Public Safety Director upon the recommendation of the Chief of Police, be entitled to carry over all or any portion of his vacation time into the following year. However, vacation days may only be carried forward into the next succeeding year and shall not constitute time subject to retirement reimbursement. Employees shall only be entitled to vacation time compensation at retirement for their current year allocation on a pro-rated, monthly basis at the base rate of pay in the year the retirement occurs. Requests to carry over vacation time must be made in writing to the Public Safety Director, with a copy to the Chief of Police, no later than November 1st of each year before retirement with all other annual vacation carry over approval being automatic at the conclusion of each year.

C. The Chief of Police shall prepare the vacation schedule after receiving the vacation requests from all employees covered by the bargaining unit desiring vacations for that year.

D. Upon permission of the Chief of Police, vacations can be taken in one-half (1/2) working day periods.

E. Vacation requests must be given to the Chief of Police by an employee at least forty-eight (48) hours prior to the time in which the employee wishes to take a vacation. The forty-eight (48) hours prior notice requirement may be waived at the sole discretion of the Chief of Police.

ARTICLE 16

HOLIDAYS

A. An employee shall receive compensation for each of the following holidays:

New Year's Day
Fourth of July
Martin Luther King's Birthday
Labor Day
Abraham Lincoln's Birthday
Columbus Day
George Washington's Birthday
General Election Day
Good Friday
Veteran's Day
Memorial Day
Thanksgiving Day
Christmas Day

B. All unit members who are scheduled and actually work a holiday or are called in to work a holiday will receive time and one half (1 & 1/2) for all hours actually worked in addition straight time holiday pay for all hours actually worked.

C. An additional holiday is to be the employee's birthday. This additional holiday must be taken during the two (2) week pay period in which it falls. If the employee chooses not to take his birthday, as an additional holiday, he shall receive an extra day's pay at straight time rates for all hours actually worked.

D. All unit members who are scheduled off on a holiday will receive straight time plus an extra day's pay for the holiday.

ARTICLE 17

PERSONAL DAYS

A. Three (3) days a year of leave may be used for business, personal, household or family matters described in this Article and shall be non-accumulative.

B. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside the work day.

C. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

ARTICLE 18

SICK LEAVE

- A. Sick leave is hereby defined to mean absence from post of duty by a Police Officer because of illness, exposure to contagious disease, or attendance of the Officer's immediate family who is seriously ill and requiring the care by such Officer.
- B. Any police officer who shall be absent from work for three (3) or more consecutive working days due to illness, or leave and attendance of a member of the Officer's immediate family shall be required to submit acceptable medical evidence substantiating the illness.
- C. In case of sick leave due to exposure to contagious disease, a certificate from the treating physician shall be required.
- D. Sick leave shall accrue for regular full-time police officers at the rate of one and one-quarter (1 1/4) days per month and shall accumulate from year to year. Effective January 1st of the succeeding year, every full time unit member shall receive fifteen (15) days of sick leave.
- E. If an officer is absent from work for reasons that entitle him to sick leave, the Chief of Police or his designated representative shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he is absent, except in case of emergency.
- F. The City may, at its sole discretion and if it deems it necessary, require any employee to submit acceptable medical evidence substantiating any illness at any time.
- G. In the event of suspected sick leave abuse or the suspected influence or abuse of alcohol, or drugs, whether legal or illegal, any unit member can be required to take a physical at the Chief's discretion, which can contain, but is not limited to a blood test. A finding of being under the influence of alcohol or drugs, or of abusing alcohol or drugs, or of abusing sick time constitutes just cause for discipline and/or rehabilitation.

ARTICLE 19

INJURY LEAVE

- A. Injury leave shall be granted with full pay to police officers disabled through injury or illness as a result of, or arising from and in the course of their respective employment.
- B. Any amount of salary or wages paid or payable to police officers because of leave granted pursuant to Section A above shall be reduced by the amount of Workers Compensation award under Chapter 15 or Title 34 of the revised statutes made for disability because of the same injury or illness requiring such leave. It is the intention of the City to supplement any temporary

disability payments made under Workers Compensation to officers so that said officers receive their full salary or wage. Upon the cessation of payment of temporary disability by the carrier to the officer, the City's supplemental payments will also cease and the officer will be expected to return to work.

C. The City may, at its sole discretion, continue to carry an individual on injury leave upon the cessation of payment of temporary disability by the carrier to the officer.

ARTICLE 20

F.O.P. CONVENTION LEAVE

A. Time off for F.O.P. business shall be provided as required by New Jersey statute.

B. In addition to paragraph A., the Lodge #63 shall be provided with forty-five (45) hours of time for the purpose of F.O.P. meetings and business upon notice to the Chief of Police and arranged by mutual agreement.

ARTICLE 21

MILITARY LEAVE

A. Bargaining unit employees shall be granted military leave in accordance with New Jersey statutes.

ARTICLE 22

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the officer shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed four (4) days.

B. Immediate family shall be defined to include mother, father, sister, brother, spouse, child and parent of spouse.

C. In the event of the death of a grandmother, grandfather, or grandchild, the employee shall be entitled to the day of the funeral only without loss of pay.

D. Whenever an employee applies for bereavement leave under this Article, reasonable verification of the death may be required by the City.

ARTICLE 23

BULLETIN BOARD

A. The F.O.P. shall be granted permission to erect a bulletin board, at its own cost, for its exclusive use, the Director of Public Safety shall have authority to remove any materials which would be offensive by reasonable standards. The location of the bulletin board shall be in an area of general police personnel circulation.

ARTICLE 24

INSURANCE

A. The City agrees to continue to provide the present Blue Cross/Blue Shield, Major Medical, Rider "J", HMO, prescription plan and dental plan for all employees covered by this Agreement at the City's expense.

B. The City agrees to continue the present life insurance coverage under the Police and Fire Retirement System.

C. Upon retirement under the Police and Fire Retirement System, the City agrees to continue the present Blue Cross/Blue Cross, Major Medical, Rider "J", HMO (if available), prescription plan and dental plan covered by this Agreement at the City's expense.

D. The City reserves the right to change insurance carriers or institute a self-insurance plan, so long as the same or substantial similar benefits are provided.

ARTICLE 25

RETIREMENT

A. Unused Sick Leave Buy Back

1. For all unit members whose date of hire and continuous employment predates January 4, 1990, upon an employee's retirement in accordance with the Police and Fireman's Pension Law, death or upon disability retirement, said employee shall be compensated for his accumulated unused sick leave at his daily rate of pay for the year immediately preceding said termination and shall receive full compensation for all unused sick leave.

2. For all unit members whose date of hire and continuous employment postdates January 4, 1990, upon an employee's retirement in accordance with Police and Fireman's Pension Law, death or upon disability retirement, said employee shall be compensated for his accumulated unused sick leave up to a maximum of one hundred (100) accumulated, unused sick days at his daily rate of pay for year immediately preceding said termination.

B. Compensation paid at retirement will be calculated by dividing the annual salary by two hundred sixty (260) to derive the daily rate of pay. The two hundred and sixty (260) calculation is a function of multiplying twenty six (26) pay cycles times eighty (80) hours per pay cycle divided by the compensation cycle work day of eight (8) hours. This reflects the eighty (80) hour compensation cycle not the eighty four (84) hour work tour.

C. Any employee who is separated from the City for cause arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave

ARTICLE 26

STANDARDS MAINTENANCE

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the date of this Agreement to officers covered by this Agreement as established by administrative procedures and practices in force on said date shall continue to be applicable during the terms of this Agreement.

B. Unless otherwise provided by this Agreement, nothing contained shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any officer benefit existing prior to the effective date of this Agreement.

ARTICLE 27

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 28

SAVINGS CLAUSE

A. Each clause of this Agreement shall be deemed separable from every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any Federal or State Law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.


DURATION OF AGREEMENT

This Agreement shall be in full force and effect for three (3) years of January 1, 1995 and shall remain in effect to and including December 31, 1997. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Burlington, New Jersey, on this 5th day of October 1995.


CITY OF BURLINGTON

 FOR
Robert W. Vandegrift, Mayor


Carmen A. Anastase, President -- Common Council


Alexander R. Shultz, Municipal Clerk

BURLINGTON CITY -- FRATERNAL ORDER OF POLICE Lodge #63


Stephen Szygalski, President - F.O.P. Lodge #63


James Fine, Chairman, Negotiating Committee - F.O.P. Lodge #63


Joseph Santucci, Committee Member - F.O.P. Lodge #63


Kenneth J. Chubbett, Committee Member - F.O.P. Lodge #63


Robert Dickerson, Committee Member - F.O.P. Lodge #63


Victor Wonderin, Committee Member - F.O.P. Lodge #63

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